संख्या-2/2026/ए-2-आई/1172817/2025/दस-2025

प्रेषक,

दीपक कुमार,
अपर मुख्य सचिव,
उत्तर प्रदेश शासन।

सेवा में,

1. समस्त अपर मुख्य सचिव/प्रमुख सचिव/सचिव. उत्तर प्रदेश शासत।
2. समस्त विभागाध्यक्ष/प्रमुख कार्यालयाध्यक्ष, उत्तर प्रदेश।
3. समस्त मण्डलायुक्त /जिलाधिकारी, उत्तर प्रदेश।
4. समस्त प्रवन्ध निदेशक/ निदेशक, राजकीय निर्माण एजेन्सी।
5. निदेशक, आईआईटी, कानपुर / आईआईटी बीएचयू / आईआईटी दिल्ली/ आईआईटी, रूडकी।
6. कुलपति, एकेटीयू, लखनऊ / एचबीटीयू, कानपुर / एएमयू, अलीगढ़ / एमएमएमयूटी, गोरखपुर।
7. निदेशक/प्रधानाचार्य, एमएनएनआईटी, प्रयागराज/ केएनआईटी, सुल्तानपुर / बीआईइटी. झांसी / राजकीय इंजीनियरिंग कॉलेज, बांदा / सोनभद्र / कन्नौज/ प्रतापगढ़ / अम्बेडकर नगर/आजमगढ़ / मैनपुरी/ बिजनौर।

वित्त (लेखा) अनुभाग-2 लखनऊः दिनांक 02 जनवरी, 2026

विषयः विभिन्न भवन निर्माण कार्यों की गुणवता सुनिश्चित किये जाने हेतु थर्ड पार्टी क्वालिटी ऑडिट (TPQA) हेतु मानक संचालन प्रक्रिया के सम्बन्ध में।

महोदय,

प्रदेश में विभिन्न भवन निर्माण कार्यो की गुणवत्ता सुनिश्चित किये जाने हेतु सभी भवन प्रायोजनाओं का थर्ड पार्टी क्वालिटी कन्ट्रोल (TPQC) विभिन्न तकनीकी संस्थाओं से कराये जाने का निर्णय लिया गया है।

2- उपर्युक्त निर्णय के क्रम में प्रायोजनाओं हेतु थर्ड पार्टी क्वालिटी ऑडिट (TPQA) कराने हेतु विभिन्न तकनीकी संस्थाओं को प्रायोजनाओं की लागत के अनुसार मण्डलवार आबद्ध किये जाने हेतु मानक संचालन प्रक्रिया निम्नवत निर्धारित की गयी है:-

अ- निर्माण लागत रू0 100.00 करोड़ से अधिक की प्रायोजना हेतु

क्र.सं.	तकनीकी संस्थान	मण्डलवार परियोजनाएँ
1.	भारतीय प्रौद्योगिकी संस्थान (IIT), कानपुर	कानपुर, लखनऊ, बांदा, प्रयागराज, अयोध्या एवं देवीपाटन
2.	भारतीय प्रौद्योगिकी संस्थान (IIT BHU), वाराणसी	बस्ती, गोरखपुर, आजमगढ़, वाराणसी एवं

1- यह शासनादेशइलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है ।

2- इस शासनादेश की प्रमाणिकता वेब साइट https://shasanadesh.up.gov.in से सत्यापित की जा सकती है ।

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		मिर्जापुर
3.	भारतीय प्रौद्योगिकी संस्थान (IIT), दिल्ली	मेरठ, अलीगढ़, झांसी, एवं आगरा
4.	भारतीय प्रौद्योगिकी संस्थान (IIT), रुड़की	सहारनपुर, मुरादाबाद एवं बरेली

ब- निर्माण लागत रु0 25.00 करोड़ से 100.00 करोड़ तक की प्रायोजना हेतु

क्र.सं.	तकनीकी संस्थान	मण्डलवार परियोजनाएँ
1.	मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान (MNIT), प्रयागराज	प्रयागराज, लखनऊ, अयोध्या, वाराणसी एवं मिर्जापुर
2.	अलीगढ़ मुस्लिम विश्वविद्यालय (AMU), अलीगढ़	सहारनपुर, मुरादाबाद, मेरठ, अलीगढ़ एवं बरेली
3.	हरकोर्ट बटलर प्राविधिक विश्वविद्यालय (HBTU), कानपुर	आगरा, कानपुर, झांसी एवं बांदा
4.	मदन मोहन मालवीय प्रौद्योगिकी विश्वविद्यालय (MMMUT), गोरखपुर	गोरखपुर, आजमगढ़, देवीपाटन एवं बस्ती

स- निर्माण लागत रु0 25.00 करोड़ तक की परियोजना हेतु

क्र.सं.	तकनीकी संस्थान	मण्डलवार परियोजनाएँ
1.	राजकीय इंजीनियरिंग कॉलेज (REC), बांदा	बांदा
2.	राजकीय इंजीनियरिंग कॉलेज (REC), सोनभद्र	मिर्जापुर, वाराणसी
3.	कमला नेहरू प्रौद्योगिकी संस्थान (KNIT), सुल्तानपुर	अयोध्या, देवीपाटन
4.	राजकीय इंजीनियरिंग कॉलेज (REC), कन्नौज	कानपुर, बरेली
5.	बुंदेलखंड इंस्टीट्यूट ऑफ इंजीनियरिंग एंड टेक्नोलॉजी (BIET), झाँसी	झांसी
6.	राजकीय इंजीनियरिंग कॉलेज (REC), प्रतापगढ़	प्रयागराज
7.	राजकीय इंजीनियरिंग कॉलेज (REC), अम्बेडकर नगर	बस्ती
8.	राजकीय इंजीनियरिंग कॉलेज (REC), आजमगढ़	आजमगढ़, गोरखपुर
9.	राजकीय इंजीनियरिंग कॉलेज (REC), मैनपुरी	आगरा, अलीगढ़
10.	राजकीय इंजीनियरिंग कॉलेज (REC), बिजनौर	मुरादाबाद, मेरठ, सहारनपुर
11.	इंस्टीट्यूट ऑफ इन्जीनियरिंग एवं टेक्नालॉजी (REC), लखनऊ	लखनऊ

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1- यह शासनादेशइलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है ।

2- इस शासनादेश की प्रमाणिकता वेब साइट https//shasanadesh.up.gov.in से सत्यापित की जा सकती है ।

नोट:- यदि किसी आबद्ध संस्थान द्वारा निर्धारित प्रक्रिया के अनुसार TPQA का कार्य किये जाने हेतु स्थायी रूप से असमर्थता व्यक्त की जाती है, तो नियोजन विभाग द्वारा पुनर्समायोजन का सुविचारित प्रस्ताव वित्त विभाग को उपलब्ध कराया जायेगा।

- यदि किसी आबद्ध संस्थान द्वारा अपरिहार्य कारणों से TPQA सम्बन्धी कार्य करने में असर्मथता व्यक्त की जाती है, तो इस स्थिति में प्रशासनिक विभागों द्वारा उपर्युक्त आबद्ध संस्थानों में से किसी अन्य संस्थान से TPQA कराया जा सकता है।

3- **प्रायोजना** के TPQA सम्बन्धी कार्य करने हेतु प्रशासकीय विभाग द्वारा आबद्ध संस्थान के साथ एक MoU (प्रारूप संलग्नक-1) निष्पादित किया जायेगा। MoU के निष्पादन हेतु प्रशासकीय विभाग द्वारा विशेष सचिव स्तर से अन्यून अधिकारी को नोडल अधिकारी के रूप में नामित किया जायेगा। आबद्ध संस्थान द्वारा प्रत्येक भवन **प्रायोजना** के TPQC हेतु विषय विशेषज्ञों की एक टीम का गठन करते हुये संबंधित विवरण MoU के साथ प्रशासकीय विभाग को उपलब्ध कराया जायेगा। कार्य में आगणन करते हुये MoU का संशोधन कर लिया जायेगा।

4- **प्रायोजना** की निर्माण अवधि में TPQA हेतु आबद्ध संस्थान द्वारा प्रायोजना का न्यूनतम पाँच बार स्थलीय /भौतिक निरीक्षण कर निर्धारित प्रारूप पर निरीक्षण रिपोर्ट/आख्या (चेक लिस्ट संलग्न-2) संबंधित प्रशासकीय विभाग के नोडल अधिकारी को निरीक्षण के दिन से अधिकतम एक माह के अन्दर उपलब्ध करायी जायेगी। नोडल अधिकारी द्वारा विभाग के अपर मुख्य सचिव/प्रमुख सचिव/सचिव को रिपोर्ट TPQA अवलोकित करायी जायेगी।

5- तकनीकी रिपोर्ट का समुचित इम्प्लीमेंटेशन कराये जाने का उत्तरदायित्व प्रशासकीय विभाग/कार्यदायी संस्था का होगा। इस सम्बन्ध में प्रशासकीय विभाग के अपर मुख्य सचिव/प्रमुख सचिव/सचिव स्तर पर एक अनुश्रवण समिति का गठन किया जाये, जिससे कि उक्त तकनीकी रिपोर्ट का प्रभावी अनुपालन सुनिश्चित हो सके। Action Taken Report (ATR) तैयार कर **प्रायोजना** हेतु गठित अनुश्रवण समिति को उपलब्ध करायी जाये।

6- थर्ड पार्टी क्वालिटी ऑडिट (TPQA) के लिये प्रस्तावित उपर्युक्त व्यवस्था/आबद्ध तकनीकी संस्थानो का Deletion एवं नये तकनीकी संस्थाओं के Addition हेतु आवश्कतानुसार वार्षिक समीक्षा (AnnuaL Review) की जायेगी। इस सम्बन्ध में TPQA हेतु निर्धारित उक्त व्यवस्था की वार्षिक समीक्षा हेतु नियोजन विभाग, उ0 प्र0 शासन की एक समिति का गठन किया जाये।

7- **प्रायोजना** के थर्ड पार्टी क्वालिटी ऑडिट (TPQA) हेतु अनुमन्य जी0एस0टी0 रहित फीस की दर निम्नानुसार निर्धारित की जाती है:-

क्रम सं0	प्रायोजना की स्वीकृत निर्माण लागत (जी0एस0टी0 रहित)	दर
अ-	रु0 50.00 करोड़ तक स्वीकृत निर्माण लागत की प्रायोजना हेतु	0.50 प्रतिशत

1- यह शासनादेशइलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है ।

2- इस शासनादेश की प्रमाणिकता वेब साइट https://shasanadesh.up.gov.in से सत्यापित की जा सकती है ।

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ब- रु0 50.00 करोड़ से अधिक स्वीकृत निर्माण लागत की प्रायोजना हेतु

क्र.सं	प्रायोजना की स्वीकृत निर्माण लागत (जी0एस0टी0 रहित)	दर
1	रु0 50.00 करोड़ तक लागत	0.50 प्रतिशत
2	रु0 50.00 करोड़ से रु0 300.00 करोड़ तक	0.30 प्रतिशत
3	रु0 300.00 करोड़ से रु0 500.00 करोड़ तक	0.20 प्रतिशत
4	रु0 500.00 करोड़ से अधिक	0.10 प्रतिशत

उपरोक्त पर जी0एस0टी0 की धनराशि पृथक से देय होगी।

उदाहरण स्वरूप यदि किसी **प्रायोजना** की निर्माण लागत रु0 600.00 करोड़ है, तो TPQA हेतु फीस की धनराशि का आंकलन निम्नानुसार किया जायेगाः-

क्रम सं0	प्रायोजना की स्वीकृत निर्माण लागत (जी0एस0टी0 रहित)	निर्माण लागत का अंश	दर	धनराशि (3x4)
1	2	3	4	5
1	रु0 50.00 करोड़ तक	रु0 50.00 करोड़	0.50 प्रतिशत	रु0 25.00 लाख
2	रु0 50.00 करोड़ से 300.00 करोड़ तक	रु0 250.00 करोड़	0.30 प्रतिशत	रु0 75.00 लाख
3	रु0 300.00 करोड़ से 500.00 करोड़ तक	रु0 200.00 करोड़	0.20 प्रतिशत	रु0 40.00 लाख
4	रु0 500.00 करोड़ से 600.00 करोड़ तक	रु0 100.00 करोड़	0.10 प्रतिशत	रु0 10.00 लाख
कुल धनराशि (जी0एस0टी0 रहित)				**रु0 150.00 लाख**

नोटः- उपर्युक्त धनराशि में तकनीकी संस्थानों द्वारा थर्ड पार्टी क्वालिटी ऑडिट (TPQA) हेतु किये जाने वाले समस्त व्यय (टीम की यात्रा, टीम का प्रवास, टेस्टिंग सैम्पल, टेस्टिंग चार्ज की ढुलाई इत्यादि) सम्मिलित होंगे।

8- प्रायोजना हेतु स्वीकृत धनराशि में से थर्ड पार्टी क्वालिटी ऑडिट (TPQA) हेतु निर्धारित धनराशि संबंधित कोषागार के माध्यम से आबद्ध संस्थान के बैंक खाते में समय-समय पर स्टेजवार नियमानुसार भुगतान किया जाये। इस हेतु प्रत्येक स्टेज के उपरान्त संस्थान द्वारा प्रशासनिक विभाग के नोडल अधिकारी को इनवॉइस उपलब्ध करायी जायेगी।

1- यह शासनादेशइलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है ।

2- इस शासनादेश की प्रमाणिकता वेब साइट http**S**//shasanadesh.up.gov.in से सत्यापित की जा सकती है ।

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9- (TPQA) हेतु निर्धारित उपर्युक्त व्यवस्था दिनांक 11-09-2024 के उपरान्त स्वीकृत सभी भवन प्रायोजना पर अवशेष स्टेजेस हेतु लागू होगी। उक्त के अतिरिक्त ऐसी भवन प्रायोजना जो उक्त तिथि से पूर्व में स्वीकृत हुई है, एवं वर्तमान में गतिवान है, उन परियोजनाओं को भी संबंधित विभागों द्वारा अवशेष स्टैजेस हेतु TPQA कराया जाना सुनिश्चित किया जायेगा। इस हेतु वांछित धनराशि का प्राविधान संबंधित प्रायोजना हेतु निष्पादित टेण्डर में हुई बचत/कन्टिन्जेन्सी /बजट व्यवस्था आदि से किया जायेगा। अथवा धन की आवश्यकता होने पर नियमानुसार मांग वित्त विभाग से की जाये।

10- संबंधित प्रशासकीय विभाग एवं चयनित संस्था द्वारा थर्ड पार्टी क्वालिटी कन्ट्रोल (TPQC) / थर्ड पार्टी क्वालिटी ऑडिट (TPQA) के सम्बन्ध में समय-समय पर निर्गत विभिन्न शासनादेशों / नियमों का अनुपालन सुनिश्चित किया जायेगा। साथ ही नियोजन अनुभाग-1 द्वारा निर्गत शासनादेश सं0-100/2025/492/35-1-2025/457/ यो0मा0प्र0/2017 दिनांक 04.06.2025 के क्रम में थर्ड पार्टी क्वालिटी कन्ट्रोल (TPQC) रिपोर्ट को CMIS पोर्टल पर अपलोड कराये जाने सम्बन्ध में निर्गत व्यवस्था का पूर्ण अनुपालन भी प्रशासकीय विभाग द्वारा सुनिश्चित कराया जायेगा।

11- उपर्युक्त निर्देशों का अनुपालन सभी स्वीकृत की जाने वाली परियोजनाओं पर भी कड़ाई से सुनिश्चित किया जाये।

दीपक कुमार
अपर मुख्य सचिव

संख्या-2/2026/ए-2-आई/1172817/2025 (1)/दस-2025, तद्दिनांक।

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषितः-

1. मुख्य स्टाफ ऑफिसर /स्टाफ आफिसर, मुख्य सचिव, उ0 प्र0 शासन।
2. निजी सचिव, अपर मुख्य सचिव, मा० मुख्यमंत्री जी, उ0प्र0 शासन।
3. निदेशक, कोषागार, उ०प्र०, जवाहर भवन, लखनऊ।
4. मुख्य अभियंता, तकनीकी सेल. ई०पी०सी० मिशन, नियोजन विभाग, उ०प्र०।
5. गार्डफाइल।

आज्ञा से,

महेन्द्र कुमार भट्ट
विशेष सचिव।

1- यह शासनादेशइलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है ।

2- इस शासनादेश की प्रमाणिकता वेब साइट https://shasanadesh.up.gov.in से सत्यापित की जा सकती है ।

https://shasanadesh.up.gov.in

Memorandum of Understanding

between

Department of ……..,GoUP

And

(Name of TPQA Institute)

This Memorandum of Understanding (MoU) is entered into on this ___ day of _____, 2025, by and between:

[Name of Department…….], having its office at [Full Address], hereinafter referred to as the *"Department"*, which expression shall, unless excluded by or repugnant to the context, mean and include its successors and assigns, **AND [Name of Engineering College/Institute]**, having its campus at [Full Address], hereinafter referred to as the *"Institute"*, which expression shall, unless excluded by or repugnant to the context, mean and include its successors and assigns.

Collectively referred to as the *"Parties"*.

Introduction :

Third Party Quality Audit (TPQA) is a review by an independent entity (A separate organization / group of experts) of how well the key areas of a project quality plan are being followed and whether it's effective in getting the quality results originally envisaged.

Department of …….., GoUP intends that periodic Quality Auditing is carried out by a third-party to enable the Department to assess critically the in-place quality of the project. The audit will be comprehensive, and include examination of the quality of work executed and services carried out, compliance of works with the technical specifications and standards prescribed in the contract, compliance of social and environmental safeguards, compliance of safety requirements and furnishing of recommendations for improvements in the quality of the project and project implementation as a whole.

Department of …….., GoUP intends that Indian Institute of Technology(IIT), ……./National Institute of Technology(NIT), Prayagraj /Rajkiya Engineering College/ Govt Engineering Colleges Organizations hereinafter to be called Third Party Quality Audit (TPQA) to assist it in auditing the quality of the project. The TPQA shall include a team of qualified and experienced technical and other experts to be able to satisfactorily fulfill the objectives of the Audit.

The Collaboration will be established within the principles set out in the following sections :

1. Objective:

The objective of this MoU is to establish a formal collaboration between the Department and the Institute for conducting **Third Party Quality Audit (TPQA)** of civil and MEP works executed under the **[name of the project**] in order to

(i) Verify as may be mutually agreed from time to time whether the quality of the Works is consistent with contract conditions as well as technical specifications including compliance with the social and environmental safeguards, occupational health and safety requirements by independent assessment/audit of quality of works at various stages of construction, and

(ii) Identify and recommend, without obligation, potential improvements to achieve the quality, subject to mutual agreement on scope and feasibility.

2. Functions of the Parties:

Role of Institute(TPQA): The TPQA shall endeavor to clearly understand the scope and complexities of the project and where mutually agreed, shall visit the project site to acquaint themselves with the ground

conditions. The TPQA may undertake, but is not limited to the following tasks subject to the prevailing norms of the Institute and as mutually agreed upon with the Department.

(i) The TPQA may verify the adequacy of the Contractor's field laboratories, plant, equipment and personnel and general fitness for purpose of such inputs, including the accuracy / calibration of testing equipment used for measurement.

(ii) The TPQA may review the Contractor's working practices such as material receipt, storing, consumption procedures, material testing, construction methods, and documentation system to assess whether sound practices are being employed to achieve quality.

(iii) The TPQA may review the degree of quality control exercised during the construction by the Contractor (tests, number, frequency, approach & timing etc.) and documentation (QC registers, test reports, observations of supervisory staff, compliance etc.) to assess whether the same is compliant to specified technical specifications.

(iv) The TPQA may review the Contractor's plan and actual practices with respect to social and environmental safeguards, safety measures and working conditions.

(v) The TPQA may verify whether the quality of work is in accordance with contract specifications. The TPQA may prepare Inspection Test Plans (ITPs), to be approved by the Department that elaborates the frequency and method for performing field inspections. The formats to be used in this assessment shall be provided in the Inspection Report.

(vii) The TPQA may audit and assess the quality control practices and documentation thereof.

(viii) The TPQA may under take inspections on a sample basis with prior intimation and approval of the Engineer-in-Charge to verify actual compliance with previously identified quality enhancement measures and recommendations.

Within a period of 01 month from the date of inspection by TQPA team, the report shall be furnished to the Competent Authority (Nodal Authority) of the Administrative Department.

Role of Department:

The Department shall:

- Facilitate access to construction sites and project documents with help of executing agency(UPPWD/UPRNN/CD&S)
- Provide all relevant project drawings, specifications, BOQ, DPRs, etc.
- Coordinate with the executing contractor/consultant for necessary cooperation.
- Remunerate the Institution as per mutually agreed terms for TPQA services rendered.
- Consider TPQA reports for corrective actions during project execution.

3. Conflict of Interest:

The faculty members and personnel appointed specifically for this project shall at all times act in the best interests of the "Department" without regard to future work prospects, and shall strictly avoid conflict of interest with other assignments or their own personal interests. If during the period of this MoU, a conflict of interest arises for any reasons, the appointed faculty or personnel shall promptly disclose the same to the Department and seek its guidance.

3.1 Faculty not to benefit from Commissions, Discounts, etc.:

(a) The payment made to the Institute for services rendered under this MoU shall constitute the Institute's sole payment in connection with this MoU and the Institute shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this MoU or in the discharge of its obligations hereunder, and the Institute shall use its best efforts to ensure that the Personnel and agents similarly shall not receive any such additional payment.

(b) Further more, if the Institute, as part of the Services, has the responsibility of advising the "Department" on the procurement of goods, works or services, the Institute shall comply with the Department's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Department". Any discounts or commissions obtained by the institute in the exercise of such procurement responsibility shall be for the account of the Department unless otherwise mutually agreed in writing by the Parties.

3.2 Institute and Affiliates Not to Engage in Certain Activities:

The Institute agrees that, during and under the term of this MoU and after its termination, the faculty members specifically appointed by the Institute to provide the Services under this MoU and any entity affiliated with the Institute, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Institute's Services for the preparation or implementation of the project.

3.3 Prohibition of Conflicting Activities:

The faculty members appointed by the Institute to perform the Services under this MoU, shall not engage, and the Institute shall use reasonable efforts to ensure that such faculty members do not engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this MoU.

4. **Confidentiality**: Except with the prior written consent of the "Department", the Institute and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Institute and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

5. **Payments to the Institute** : The Department shall provide honorarium/professional fees as mutually agreed upon based on the scope, size, and complexity of the project(Annexure attached) with maximum allowable fees as:

A. For the building projects costing less than Rs 50.00 Cr----------0.5% of the Cost of Project .

B. For the building projects costing greater than Rs 50.00 Cr----------0.5% of Rs 50.00 Cr and 0.3% of (Cost of project in Cr- Rs 50.00 Cr)

(a) The Institute shall raise an invoice when the payment becomes due as per the agreed milestone-based terms outlined in the MoU or work.

(b) Once a milestone is completed, the TPQA shall submit the requisite deliverables as specified in this MoU. The Department shall release the requisite payment upon acceptance of the deliverables. However, if the department fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the department shall release the payment to the institute without further delay.

(c) Final Payment : The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the institute and approved as satisfactory by the "Department". The Services shall be deemed completed and finally accepted by the "Department" and the final report and final statement shall be deemed approved by the "Department" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Department " unless the "Department", within such ninety (90) day period, gives written notice to the Institute

specifying in detail deficiencies in the Services, the final report or final statement. The Institute shall thereupon promptly make any necessary corrections, and there after the foregoing process shall be repeated. Any amount, which the "Department" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this MoU, shall be reimbursed by the Institute to the "Department" within thirty (30) days after receipt by the Institute of notice thereof. Any such claim by the "Department" for reimbursement must be made within Nine (09) calendar months after receipt by the "Department" of a final report and a final statement approved by the "Department" in accordance with the above.

(d) If the deliverables submitted by the institute are found not to be within the agreed scope of work, the Department shall provide a written response clearly stating the specific reasons for non-acceptance within fifteen (15) working days of receipt of the deliverables. The Institute shall be provided an opportunity to clarify or rectify the deliverable within a mutually agreed-upon timeframe.

Until such reasons are formally communicated, the deliverables shall be deemed under review, and payment shall not be unreasonably withheld. Where feasible, pro-rata or milestone-based payments may be released for partially acceptable work.

This provision shall not prejudice the Department's right to levy any liquidated damages, where applicable, in accordance with the terms of this Agreement. Upon resubmission and acceptance of the revised deliverables, the pending payment shall be released promptly.

(h) In case of early termination of the MoU, the payment shall be made to the institute in accordance with the following terms, through mutual consultation and agreement:

(i) Assessment should be made about work done from the previous milestone (s), for which the payment is made or to be made till the date of the termination. The institute shall provide the details of persons who reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.

(ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the institute in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

6. **Dispute Resolution:**

In Case, there be a dispute relating to any aspect of the TPQA, all the parties will resolve the dispute in a spirit of mutual respect and shared responsibility, failing which, the unresolved difference or disputes shall be referred to the arbitration by a distinguished authority agreed mutually by all parties and decision by that authority shall be final and binding.

7. Force Majeure

(a) For the purposes of this MoU, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is

not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this MoU, and avoid or overcome in the carrying out of its obligations here under.

(c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

8. **Duration and Termination**

This MoU shall remain in force for a period of __ years from the date of signing, or until the completion of the said construction project, whichever is earlier. Either party may terminate this MoU with a written notice of 30 days, citing valid reasons.

9. General Provisions

This MoU does not constitute a legal partnership, agency, or joint venture.

Disputes, if any, shall be resolved amicably; otherwise, jurisdiction shall lie with courts located at …….

Any amendment to this MoU shall be in writing and signed by both parties.

Neither Party, nor any of their affiliates nor their or their affiliates respective directors, officers, employees, subcontractors or agents shall be liable to the other Party for any special, incidental, indirect or consequential damages (including, but not limited to, contract, negligence and tort liability) in connection with or arising out of this MoU.

Any Information, Products, Materials, Services, Intellectual Property, Other Property or Rights, granted or provided or generated by **[Name of Engineering College/Institute]** pursuant to this MoU are on an As Is Where Is basis.

[Name of Engineering College/Institute] makes no warranties of any kind either express or implied, to the Department or any third party, as to any matter including, but not limited to, warranty of fitness for particular purpose, or merchantability, exclusivity or results obtained from use.

IN WITNESS WHEREOF, the undersigned have executed this MoU on the date mentioned above:

Witness 1

Witness 2

- **For [Name of Department]**

Name: _____
Designation: _____
Signature: _____
Date: _____
Seal:

- **For [Name of Engineering College]**
  Name: _____
  Designation: _____
  Signature: _____
  Date: _____
  Seal:

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:

2. Name of Institute:

3.

4. Name of Staff:
[Insert full name]:

5. Date of Birth:

6. Nationality:

7. Education:
[Indicate college/university and other specialized education of Faculty, giving names of institutions, degrees obtained, and dates of obtainment]:

8. Membership of Professional Associations:

9. Other Training:

10. Work Experience:
[List of work where Faculty has worked in the last ten years]:

11. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

12. Employment Record:
[Starting with present position, list in reverse order every employment held by Faculty member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: To Year:

Employer: Positions

held:

13. Detailed Tasks Assigned
[List all tasks to be performed under this Assignment/job]

14. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:
Year:
Location:
Employer:
Main project features:
Positions held:
Activities performed:

15. Certification: I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: [Signature of staff member or authorized representative of the staff]
Place:

[Full name of authorized representative]:

Third Party Quality Audit Checklist for the Building Works

1.	PARTICULARS OF PROJECT	-	Details/Remarks
a	Name of Project & Location	-	
b	Name of Contractor	-	
c	Name of PMC/Authority Engineer	-	
d	Date of Commencement of the projects	-	
e	Schedule date of completion as agreement	-	
f	Expected date of completion	-	
g	Inspecting Officer (TPQA) (Name and Designation	-	
h	Officers (UPPWD) and repetitive of contractor and PMC/CIC/AE present during inspection	-	
i	Percentage progress at the time of inspection vis-a-vis expected as per contract and reasons for delay, if any	-	
2.	**QUALITY CONTROL MEASURES**	-	
a	Whether copy of contract document/ specifications (UPPWD/CPWD/NBC) available at site	-	
b	Whether List of approved materials/ISI marked available at site	-	
c	Is Field Laboratory/Testing facilities well equipped to check conformance as per contract document?	-	
d	Are Cement register & Steel register maintained & checked at site periodically by PMC/UPPWD officials?	-	
e	Are Test registers (mandatory tests carried out at stipulated frequency as per contract document) and Inspection Register (by officers of UPPWD State Govt. Officers) maintained at site requiring the compliance.	-	
f	Frequency of visit by TPQA and Action taken report on previous report	-	
g	Is soil investigation done? (Give brief details)	-	
h	Suitability of water for construction	-	
i	What is the source of water?	-	
ii	Has water been tested subsequently as per requirement and approved by Engineer-in-Charge before construction?	-	
i	Is RMC being used in work, if yes, detail of control & checks done at plant of site.	-	

j	Specific control on RCC work like centering/shuttering/proportioning with boxes; mixing by full bag capacity hopper fed mixer; control of slump; place/ compaction with vibrator.	-	

3	**SITE INSPECTION – (Checklist for each individual building block)** Stages 1. Foundation level. Also the drainage plan to be reviewed. 2. 1/3 of storeys structure completed. 3. Full storeys structure completed. 4. Finishing of floors, false ceiling, plaster etc. in progress. 5. HVAC works, MEP works & final checking after finishing before handing over. The stages as defined above are with respect to the main building out of the buildings proposed for construction in the campus. Along with the stage visit of main building the prevalent stages of other buildings shall also be inspected during the visit. The intimation with respect to the stage to the TPQA agency shall be the responsibility of the administrative department to whom the building belongs.			
		Whether in progress (Yes/No)	**Whether Inspected (Yes/No) If yes, then test result and photographs**	**Comments.**
3.1	Building Work			
a)	Earth Work			
b)	Cement		If tested as per mandatory test alongwith their results. 1. Standard Consistency test 2. Setting time test 3. Strength Test 4. Soundness test 5. Fineness test etc.	
c)	Aggregate		If tested as per mandatory tests alongwith their results. 1. Strength test 2. Grading 3. Specific gravity 4. Fineness modules 5. Soundness etc.	
d)	Concrete work		If tested as per mandatory tests (Workability test/setting time compressive strength cubic tests etc.) their results.	
e)	Coarse sand		Fineness modulus	
f)	RCC work		None destructive tests to be carried out (i) Rebound Hammer Test (ii) Ultrasonic Pulse velocity test	
g)	Brick Work/AAC Block		If tested as per mandatory tests their results.	
h)	Stone Work			
i)	Marble Work			
j)	Wood Work			
k)	Steel Work		Test carried out i.e. Rolling Margin Bond Rebend test result.	
l)	Flooring		Checking of floor Slope (Especially in WC/Bath/Kitchen/Terrace and Balcony etc.)	
m)	Roofing			
n)	Finishing			
o)	Internal Services			
p)	Sample taken to initiate duly collected in presences of Contactor PMC/AE & UPPWD ii) Steel (ii) Cubes (iii) Bricks/AAC Other Material (iv) Cement			
3.2	Infrastructure Work		(See Annexure-A)	

3.3	Whether dampness/leakage noticed? If yes, state location and probable reasons.	
3.4	Observation on Plumbing lines and Sanitary fittings.	
3.5	Observation on Electrical Works/Earthing/ Substation/Fire Alarm and Fire Fighting/Air Conditioning work (if any)/DG set/Lifts etc.	
4.0	**SITE INSPECTION OF WORKMANSHIP ASPECTS**	
5.0	Any other observations:	

Infrastructure work to be checked by TPQA (Annexure--A)

Sl. No.	Component	Sub-Component	Whether is Progress (Yes/No)	Whether inspected (Yes/No) If yes, then Test results and photographs	Comments
1	Water supply	OHT/UWT			
		Pump Station/Pump Sets Pipeline/ Tubewell			
		Rain Water Harvesting Pits/ Sump/Treatment Plant			
2	Sewerage	Septic Tank/Pipeline			
		STP/Effluent Treatment Chamber			
3	Storm Water Drains	Drains			
4	Roads & Culverts	Culverts			
		Shoulders/Pedestrian Track			
		Road/Pavements			
5	Street Lighting	Supply Lines & Lamp Posts			
		Transformer			
6	Common Spaces	Stair case, Lobby			
7	Compound Wall	Retaining Wall			
		Compound Wall			
8	Miscellaneous	Planting / Horticulture			
		Fire Fighting arrangements/ Lift Well etc.			
		Any other			

• The above list is not exhaustive. Institute can add any other point which may be the interest of work.